

**MASTER WORKING
AGREEMENT**

**BETWEEN THE
CLEAR LAKE COMMUNITY SCHOOL DISTRICT
AND THE
CLEAR LAKE EDUCATION ASSOCIATION**

**FOR THE PERIOD
JULY 1, 2006 – JUNE 30, 2007**

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PREAMBLE

The Board of Directors of the Clear Lake Community School District hereinafter, referred to as the "Board," and the Clear Lake Education Association, hereinafter referred to as the "Association," recognize that the aim of the public school is to provide a quality education program for children and youth of the school district. The Parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

Whereas, the Parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE ONE

RECOGNITION

1.1 Unit

The Clear Lake Community School Board of Education recognizes the Clear Lake Education Association as the certified, exclusive, and sole bargaining representative for all personnel as set forth in the PERB certification instrument Case No. 254 issued by PERB on the 9th school/work day of July, 1975.

A. Included in the Bargaining Unit:

All full-time and regular part-time professional employees, including but not limited to Title I teachers, classroom teachers, guidance counselors, media specialists, and nurses. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are primarily supervisory or administrative.

B. Excluded from the Bargaining Unit

Superintendent, building principals, high school administrative assistant, athletic director, teacher associates, curriculum coordinator, technology coordinator, special needs coordinator, all part-time non-contracted certificated personnel, all classified personnel, and all others excluded by Section 4 of the Act.

1.2 Definitions

- A. The term *Board*, as used in this agreement, shall mean the Board of Education of the Clear Lake Community School District.
- B. The term *Employee*, as used in this agreement, shall mean those employees who are described in the *order of certification* Case No. 254 of PERB, including full and part-time Title I teachers.
- C. The term *Association*, as used in the agreement, shall mean the Clear Lake Education Association

ARTICLE TWO

DUES DEDUCTION FOR PROFESSIONAL STAFF

2.1 Authorization

Any employee who is a member of the Association, or who has applied for membership and desires a payroll deduction for his/her professional dues must sign and deliver to the Board secretary an assignment (see Appendix A) authorizing payroll deduction of profession dues at least ten (10) school/work days prior to the payroll period in October.

2.2 Regular Deduction

Pursuant to a deduction authorization, the Board secretary shall deduct one-tenth (1/10th) of the total dues from the salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year, provided that if the authorization is revoked under Iowa law, the Board is under no obligation to continue the deduction.

2.3 Pro-rated Deduction for Bargaining Unit Employees Hired After October 15

Employees who begin dues deduction after October shall have the total dues pro-rated on the basis of the remaining months of employment through July.

2.4 Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) school/work days following the payroll for each month. A listing of the employees for whom deduction was made shall be given to the association with the first transmission of dues.

2.5 Hold Harmless Clause

The Association agrees to indemnify and to hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability, and all court costs arising out of the application of the provision in the agreement between the parties for dues deduction.

ARTICLE THREE

GRIEVANCE PROCEDURE FOR PROFESSIONAL STAFF

3.1 Definitions

- A. The aggrieved person is a teacher, group of teachers, the Association, or any other member of the bargaining unit having a grievance.
- B. A *party in interest* is the person or persons making the grievance and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the grievance.
- C. A grievance is an allegation by a teacher, group of teachers, the Association, or any other member of the bargaining unit having a grievance that this contractual agreement has been violated, misapplied, or misinterpreted.

3.2 Purpose

The purpose of the grievance procedure is to

- A. Secure at the lowest possible level proper and equitable solutions to grievances.
- B. Guarantee an orderly succession or procedure wherein these solutions may be pursued as informally and confidentially as may be appropriate at any level of the procedure.

3.3 Procedure

An aggrieved person may discuss his/her grievance with the building principal first, with the objective of resolving the grievance informally.

A. Level One

An aggrieved person may file a formal grievance in writing (see Appendix B) by delivering the grievance to the building principal. This filing of the written grievance at the first level must be within fifteen (school/work days) from the date of the occurrence or the event giving rise to the grievance.

The building principal shall, within five (5) school/work days after receiving the written grievance, give the grievant his/her written answer with a copy for the Association's appointed designated representative.

B. Level Two

If the aggrieved person or the Association is not satisfied with the disposition, as evidenced by the written answer, he/she may appeal, in writing such disposition to the superintendent of schools within ten (10) school/work days, with copies to the building principal and the Association's appointed designated representative. The superintendent shall, within ten (10) school/work days after receiving the written grievance, give the grievant his/her written answer and a copy for the Association's appointed designated representative.

C. Level Three

Within ten (10) school/work days after the superintendent's written answer is given, the aggrieved person or the Association may appeal the grievance in writing to the Board of the Clear Lake Community School District. Within ten (10) school/work days after such referral to the Board, a meeting will be arranged by the Board, at which time the aggrieved person and his/her representative and such others as are deemed advisable, will meet for the purpose of resolving the grievance. The Board shall, by official action, render its written decision within ten (10) school/work days with a copy for the Association's appointed designated representative.

D. Level Four

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association may submit the grievance to arbitration within fifteen (15) school/work days.

Within ten (10) school/work days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list.

The party having the right to remove the first name shall do so within two (2) school/work days and the other party shall have one (1) additional school/work day to remove one of the other two remaining names. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school/work days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3.4 Miscellaneous

A. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association; the Association shall have the right to be present as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this agreement.

B. Released Time

When it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the school/work day, said aggrieved person and representative shall be released without loss of compensation.

C. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.

E. Request for Information

The Board and the administration will cooperate with the Association in its investigation of any grievance and further, will furnish the Association with such information as is requested for the processing of any grievance, except confidential recommendations and heretofore confidential information.

ARTICLE FOUR

TRANSFER OF PROFESSIONAL STAFF PROCEDURE

4.1 **Definition**

The movement of any employee to a different building and/or district program shall be considered a transfer.

4.2 **Initiation of Transfer**

A transfer shall be made at the initiative of the superintendent of schools, other administrative staff, or at the request of the employee. All such transfers shall be made with full knowledge of all parties concerned and shall be reported to the Board.

4.3 **Notification of Vacancies**

- A. The superintendent will have posted in each building--and supply a copy to the Association--a list of vacancies that exist for the upcoming year within five (5) school/work days following the date established for the return of teacher contracts for the ensuing year. Such postings shall contain the job classification, assignment, any and all prerequisite qualifications, deadline for transfer request, and beginning date of duties. The superintendent will supply to each building and the Association a list of personnel transferred by the second Friday of May each year.
- B. The Superintendent will have posted in each building—and supply a copy to the Association—a notification of any vacancy or vacancies as they become available within the school year. Such posting shall contain the job classifications, deadline for transfer request, and beginning date of duties. (See Template Appendix C)

4.4 **Filing Requests**

Employees who desire a transfer may file a written statement with the superintendent stating the reasons they desire a transfer. Such requests for transfers for the following year shall be submitted no later than March 1 or December 1 for the second (2nd) semester.

4.5 Procedure

In determination of requests for transfer, the philosophy and needs of the district, the qualifications of the employee, and the desires of the employee will be taken into account, in that priority order, before any final decisions are made. However, preferential consideration shall be given current employees wherein qualifications of all applicants are relatively equal. When two or more current employees apply and are equally qualified based on certification and teaching experience, then the person with the most seniority shall be selected.

4.6 Involuntary Transfers

Involuntary transfers shall not be made for capricious reasons. Any employee may grieve an involuntary transfer pursuant to the grievance procedure. If the grievance proceeds to Level Five and the arbitrator finds that the transfer was made for capricious reasons, then the arbitrator may order the return of the involuntarily transferred employee to his/her previous position and such return shall be the only remedy available to the arbitrator.

4.7 Notes on Transfers

- A. A teacher involuntarily transferred from one position to another by the Board will retain his/her district seniority in the new assignment.
- B. A teacher voluntarily transferred from one position to another will maintain his/her seniority at his/her former position and start a new level of seniority in the new assignment.
- C. The seniority list shall include the rank number, teacher's name, and years of service in the respective professional position.
- D. The superintendent, upon request, will supply each employee who has been transferred or who has applied for a transfer, a written statement stating the reasons for the transfer or denial of transfer within one (1) week of the transfer or denial.

ARTICLE FIVE

REDUCTION OF CERTIFIED INSTRUCTIONAL STAFF

5.1 Procedures

When the Board determines a reduction in staff is necessary, the following procedures will apply:

- A. The employer shall attempt to accomplish reduction through attrition.
- B. Seniority shall be computed from the most recent date of continuous employment in their professional position within the district. Continuous employment is calculated from the date and time of the notarization of the signed contract. Approved leaves shall not serve to break the accrual of seniority. Employees who work half-time or more shall receive full seniority. Employees who work less than half-time shall receive pro-rated seniority.
- C. If reduction is necessary, the least senior employee in each category of 5.2A, 5.2B (1-8), and 5.2C (1-9) will be reduced.
- D. If reduction becomes necessary in a category containing a program which requires special certification or endorsement (e.g. Reading within Language Arts), and the least senior employee within that category is the only employee with that certification/endorsement, that employee shall not be reduced from the full-time equivalency (FTE) of that portion of their assignment, unless that curricular program is dropped.

5.2 Position

For the purpose of this Article, *position* shall mean

- A. Grades PreK-6, including Title I and Reading Recovery assignments
- B. Grades 7-12, by subject area:
 - 1. Business Education and Keyboarding
 - 2. Foreign Language
 - 3. Family and Consumer Science
 - 4. Industrial Technology
 - 5. Language Arts
 - 6. Mathematics
 - 7. Science
 - 8. Social Studies

C. Special areas Pre-K - 12

1. Art
2. Talented and Gifted (ExCEL)
3. Guidance
4. Instrumental Music
5. Vocal Music
6. Media
7. Physical Education
8. Special Education
9. At Risk

5.3 Recall Rights

If a vacancy exists, any employees laid off shall be recalled in the inverse order of layoff for any positions the laid-off employee is certified to teach. Recall rights shall exist for a period of two years from the employee's last day of service.

Any teacher who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this Article.

The superintendent shall maintain a current list of those who have retained recall rights as provided in this Article which shall be available for inspection during office hours. Each employee shall keep the superintendent informed of his/her current address and phone number, and shall inform the superintendent if he/she is no longer interested in being recalled to the district. The superintendent shall advise persons to be recalled via certified mail (with return receipt) and such employees to be recalled shall have fourteen (14) calendar days from date of receipt in which to respond. If the employee fails to respond within the fourteen (14) calendar day period, the employee shall forfeit recall rights to that current position.

5.4 Replacement Teachers

Should a vacancy develop in a position within a program area due to resignation, death, or leave of absence for the balance of the year after the first school/work day of the school year, a new employee who fills the position shall be called a *replacement teacher*. Replacement teachers shall not have recall rights under this agreement; however, replacement teachers who are then employed by the district as teachers for the following year shall accrue seniority from the time of the signed replacement contract and are entitled to all other rights and benefits of this agreement. Employees who continue employment in the district shall no longer be called *replacement teachers*.

A replacement teacher may apply for a position in the district should one become available after the signing of the replacement contract.

5.5 Notification

The administration shall send written notice to any teacher affected by reduction as early as possible but not later than April 30. A copy of this notice shall also be sent to the Association.

The Board will notify the Association by March 15 of each contract year if it is contemplating the layoff of any certified staff. Such notice will be in writing and will include realistic projections as to possible reductions and the rationale for the proposed reduction plan.

5.6 Benefits

Individuals on recall shall continue to accrue seniority if the individual concerned is actively engaged in full-time teaching in a state-accredited school. Fringe benefits will not accrue between termination pursuant to this policy and re-employment. Sick leave accrued prior to reduction will be maintained.

The recalled teacher will be placed on the experience step of the salary schedule as earned and will receive fringe benefits negotiated for the year of re-employment.

ARTICLE SIX

EVALUATION OF PROFESSIONAL STAFF

6.1 Notification

- A. The principal assigned to a school shall be responsible for the evaluation of each teacher assigned to that school. The principal may delegate evaluation activities to other supervisory personnel for the evaluation. Principals shall notify each teacher of his/her designated evaluator by September 15.

6.2 Orientation to Evaluation Procedures and Instruments

- A. Orientation to evaluation procedures and instruments shall be conducted by the superintendent/designee for all teachers by September 15.
- B. Evaluators will use a uniform pre-observation and self-reflection forms district wide.

6.3 Formal Observations

- A. All New Career Teachers shall be formally observed a minimum of twice (2) during the year. The first of these two observations will be completed by January 1 and the second by March 15.
- B. Formal observations should be at least three (3) weeks apart.
- C. During the year Career Teachers are on Performance Reviews, they shall be formally observed a minimum of one (1) time prior to March 15.

6.4 Informal Evaluation

- A. The administrator will not be restricted to the formal observation in completing the evaluation. The results of informal observations of the teacher which impact upon the evaluation shall be communicated to the teacher within ten (10) school days of the observation. The teacher may request a conference with the school administrator to discuss the observation and such a conference will be scheduled within five (5) school days following receipt of the teacher's written request for the conference.

6.5 Minimum Required Procedures

- A. All Teachers shall be evaluated on a three year cycle in accordance with Iowa Code 284.
- B. Evaluators will use uniform forms district wide.
- C. The Formal Observation shall be no less than thirty (30) minutes in length. All Formal Observations of a teacher shall be conducted with the full knowledge of the teacher.

- D. Teacher must develop their Individual Career Development Plan (ICDP) and have it signed off with their evaluator by October 30. The plan must be tied to the Iowa Teaching Standards, the DCSIP plan and the individual needs of the teacher. Teacher and evaluator will meet a minimum of once during the school year to review the progress of the plan. This meeting may be the Summary Conference.

6.6 Conferences

- A. A Pre-visitation Conference shall be held between the evaluator and the teacher prior to all thirty (30) minute Formal Observations. Through written consent of the teacher, his/her pre-observation visitation may be waived.
- B. Within fifteen (15) school days following the Formal Observation, the evaluator shall schedule a follow-up conference with the teacher and provide a written summary of the observation. The teacher may, within five (5) school days after receiving a written summary of the observation for a good reason shown, request a re-observation. Should re-observation be requested, one re-observation per year will be granted in accordance with the procedures of this article.
- C. The evaluators will have post-observation conferences with New Career Teachers and Teacher on Intensive Assistance plans. The content of this conference will include written feedback of the teacher's performance based at a minimum on the first Formal Observation.
- D. Prior to April 30, a Summary Conference to review the results of the Individual Career Development Plan will be conducted. For all Career Teachers, the outcome of this meeting will be a decision on whether this plan shall be continued for another year or a new plan developed. By October 30th of the following school year, this plan will be finalized.
- E. Prior to April 30, the evaluator shall conduct a Summary Conference with ALL Career Teachers. If the teacher has made satisfactory progress on the identified ICDP goal(s), the evaluator and teacher will identify the area(s) of focus for the teacher's ICDP plan for the following year.

6.7 Intensive Assistance (Remediation) – See Iowa Code 284.8.2

- A. If it is determined that a teacher shall be placed on intensive assistance, the evaluator shall notify said teacher at or prior to an April 30 conference. The evaluator shall specify in writing the reasons for placement on intensive assistance and identify the standards that need to be addressed. Evaluation of teacher improvements shall be based on measurable criteria identified when the teacher is determined in need of assistance. Subsequent evaluation reports which fail to note the same specific deficiency shall be interpreted to mean adequate improvement has taken place.

6.8 Re-evaluation – See 6.6 B under Conferences.

6.9 Appeal/Grievance

- A. Prior to April 30, the evaluator shall conduct a Summary Conference with all teachers. For any grievance pertaining to a teacher's Summary Conference Report, the Board will agree to waive, if requested by the teacher, the procedural timelines in the grievance procedure and proceed for the informal step to Level II, the superintendent's level, within five (5) school days.
- B. For any grievance pertaining to a teacher's Individual Career Development Plan, the Board will agree to waive, if requested by the teacher, the procedural timelines in the grievance procedure and proceed from the informal step to Level II, the superintendent's level, within five (5) school days.

6.10 Signatures

- A. The completed Summary Conference Report Forms that the evaluators submits to the superintendent shall be signed by the evaluator, the teacher, and other designated supervisor. The teacher's signature indicated that the report has been reviewed by the teacher, not necessarily teacher agreement with the reports.
- B. Signature of both teacher and evaluator shall be on the Individual Career Development Plans. The teacher's signature indicated that the ICDP has been reviewed by the teacher, not necessarily agreement.

6.11 Written Comments of the Employee

- A. The teacher may attach written comment to the Formal and Informal Observation(s), Summary Conference, and ICDP reports both before and after the reports are place in the teacher's personnel file.

6.12 Personnel File

- A. Each teacher shall have the right during normal office hours to review the contents of his/her personnel file. Confidential credentials and letters of recommendation shall be exempt from review. A representative of the Association, at the teacher's request, may accompany the teacher in this review.
- B. The teacher shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in said file in the future. A copy of such response may be provided to the employee's building principal by the central administration.
- C. A copy of any materials placed in his/her personnel file shall be sent to the teacher in writing at the time of filing. No disciplinary action may be taken against an employee based upon information not contained in the personnel file and of which the teacher has not been informed and given the opportunity to respond.

- D. The teacher shall have the right to reproduce any of the contents of his/her personnel file at the expense of the teacher.

6.13 Reflective Writings

- A. Reflective writing may be required by the evaluator during Performance and Intensive Reviews. This will be determined when the plan is written.
- B. During years the teacher is involved with the Individual Career Development Plan, reflective writing may be part of the process. This decision will be made by October 30 jointly by the evaluator and teacher.

ARTICLE SEVEN

HOURS OF WORK

7.1 School/work day

- A. It is recommended that teachers be available in their building from 8:00 a.m. through 4:00 p.m., Monday through Thursday, and 8:00 a.m. through 3:30 p.m. on Fridays.
- B. The school/work day prior to a holiday shall end after the last bus has left the attendance center.
- C. The policy regarding the time of commencement and/or termination shall be implemented by the principal in each building with the principal having the authority to make minor changes, reporting the changes to the superintendent of schools.
- D. All school personnel wishing to leave the building during the school/work day shall contact the building/acting principal or the office secretary before leaving. The principal or his/her designee shall have jurisdiction should there be a disagreement regarding the necessity for the absence.

7.2 Meetings

- A. Meeting Definition
 - 1. District curriculum or departmental meetings involving teachers from two or more attendance centers assigned to committees for the articulation of curriculum design will be considered a curriculum or departmental meeting.
 - 2. Building meetings held by the administrative staff at a single administrative level for the conduct of building affairs and general curriculum work will be considered a building meeting.
- B. It is understood and agreed that the faculty--full and part-time--may be required to attend meetings before or after the recommended school/work day without additional compensation. Such meetings shall be for the orderly conduct of building affairs. The number of such meetings shall be of reasonable quantity and length of time to accomplish the purpose of such meetings. Meetings will not be called prior to 7:15 a.m. nor end later than 4:30 p.m., unless those in attendance at the meeting voluntarily desire to alter the time frame in order to complete the business being conducted.

- C. It is understood and agreed that part-time faculty may be required to attend in-service meeting for reports/staff training, selection of instructional materials, curriculum work, and for any pertinent purpose essential and necessary for carrying out the mission of the district by the Board and/or administration. Compensation shall be paid to part-time faculty at the hourly per diem rate for his/her step and lane on the current year's salary schedule for these meetings.

7.3 Lunch Period

All professional employees shall have a daily uninterrupted, duty-free lunch period of not less than 22 minutes. In an emergency situation, caused by unforeseen circumstances, a temporary adjustment in certain lunch periods may be necessary.

ARTICLE EIGHT

PHYSICAL EXAMINATION OF PROFESSIONAL STAFF

8.1 Required Physical Examination

- A. Physical examinations shall be required of all personnel upon their initial employment.
- B. Forms for the examination shall be provided by the school board.
- C. The district will pay the employees out-of-pocket expense up to \$200 on the cost of the examination.

ARTICLE NINE

TEMPORARY LEAVES OF ABSENCE

All full and part-time employees shall be granted the following temporary leaves of absence:

9.1 Leave for Surgery or Serious Family Illness

- A. In case of surgery or serious illness of a member of the employee's immediate family, a maximum of six (6) school/work days per contract year shall be granted upon approval of the building principal.
 - 1. The immediate family shall include parent, child, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or any other member of the immediate household.
 - 2. It is conceivable that the illness of some other person may be treated the same as that described above. Such cases will be considered by the Administration (Building Principal/Superintendent) on an individual basis with recognition of unique family configurations.
- B. Serious illness is defined as follows:
 - 1. Serious illness involving hospitalization
 - 2. Serious illness requiring referral to a specialist by a primary care physician following an initial consultation of that physician (for a parent, child, or spouse).
 - 3. Serious illness involving the possibility of death.

9.2 Leave for Jury Duty by Professional Staff

In the absence of extraordinary circumstances, certified personnel in the school system may be excused for jury duty. In order that no one shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation for jury duty shall be paid.

9.3 Professional Leave

Attendance at educational meetings held to improve the instructional or extracurricular program, or to visit some innovative school, is permissible at full pay provided permission to attend is granted in advance by the superintendent.

A written request to attend such a meeting must be signed by both the instructor and building principal and submitted to the superintendent of schools for final approval at least one week prior to the first school/work day of the anticipated absence.

Travel expenses and other expenses for meals, lodging, and registration fees will be reimbursed upon presentation of an itemized bill in keeping with arrangements approved by the superintendent at the time the leave is granted.

All out-of-state travel shall be approved in advance by the Board.

9.4 Association Leave

The superintendent will authorize two (2) employees to attend the Association's annual delegate assembly which shall be limited to two (2) school/work days with pay, a total of four (4) school/work days. If not so used, the Association may use the remaining school/work days for any Association business other than for negotiations, grievance, or arbitration procedures, or mediation, fact-finding, or arbitration hearings under the Public Employment Act.

9.5 Funerals and Bereavement Leave for Professional Staff

- A. In case of death in the immediate family, a teacher will be granted up to seven (7) school/work days of absence per contract year with full pay. These school/work days will not be charged against sick leave.
 - 1. Immediate family shall be limited to father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, father-in-law, mother-in-law, or any member of the household of the teacher approved by the principal prior to the absence.
 - 2. It is conceivable that the death of some other person may be treated the same as that described above. Such cases will be considered on an individual basis by the Administration (Building Principal/Superintendent) on an individual basis with recognition of unique family configurations.
- B. Absences to attend other funerals may be granted by using personal leave or by deducting the cost of the substitute for the time missed.
- C. A maximum of two (2) of the seven (7) school/work days provided in Article 9, Section 5A may be used to attend the visitation and/or funeral of another district employee, the immediate family--as defined in Article 9, Section A(1)--of another district employee, or a student of the teacher. The district shall have the right to limit the number of staff attending on any one school/work day.

9.6 Sick Leave

- A. For personal illness or injury each employee shall be allowed fifteen (15) school/work days per year. Unused portions of an employee's annual sick leave shall be accumulated to 105 school/work days. Leave shall be allowed upon notification to the building principal. In the event of disability, the commencement of leave and the ending of leave shall be as medically indicated by the employee's physician, and notification shall be to the building principal at least 30 calendar days in advance of the commencement of leave when possible. For all sick leave, evidence confirming the necessity of absence may be required. Employees shall be required to use the annual leave days prior to use of accumulated leave from prior years.
- B. Each member of the bargaining unit will receive notification by October 1 specifying the number of accumulated sick leave school/work days.

9.7 Personal Leave

- A. Two (2) personal leave days with pay shall be granted by notification to the building principal one week prior to the absence, if possible.
- B. The personal leave days shall not be requested for absence if prior to or immediately following a scheduled non-work holiday or vacation period unless it is an emergency situation.
- C. Individual shall be compensated for unused personal leave days at the current rate of substitute teacher pay; to be paid in the June paycheck.

9.8 Adoption Leave

- A. A member of the bargaining unit who adopts a child shall be granted up to four (4) weeks leave with pay following placement of the child in his/her home.
 - 1. An additional ten (10) school/work days shall be allowed on the same paid basis when any adoption or human services agency requires that the member remain at home with said child for this additional time.
- B. Deferral of the four (4) weeks leave following the placement of the child to a different time will cause the leave to be taken without pay.
- C. Such paid or unpaid leave is to be granted to only one adoptive parent when both may be members of the bargaining unit.
- D. Adoption leave will not be granted upon the adoption of a stepchild.

9.9 Child Sick Leave

In the case of illness of the teacher's child(ren), each teacher may use up to ten (10) school/work days of his/her allotted sick days for *child sick leave*

9.10 Other Leaves

Other leaves of absence including extended leaves for educational improvement and child rearing may be granted without pay at the discretion of the superintendent of schools.

ARTICLE TEN
IMPLEMENTATION OF THE SALARY SCHEDULE
FOR PROFESSIONAL PERSONNEL

10.1 Schedule

- A. Attached hereto and made a part hereof is the salary schedule for 2006-2007 (see Appendix D).
- B. For the 2006-2007 school years only, and only if Phase I and Phase II monies are made available to local educational agencies, the following two situations shall prevail:
 - 1. Phase I, Phase II, and Teacher Quality monies shall be distributed through the *index* associated with the 2006-2007 salary schedule; such index is to be used independently of said schedule.
 - 2. Staff distribution of Phase I and Phase II monies shall not occur until said monies have been received by the district from the state. Proration of Phase I and/or Phase II monies by the state shall result in parallel proration, in equal measure, of such monies by the district.
- C. Teachers employed to teach in Clear Lake Community Schools for the first time will receive full credit for their actual teaching experience in a state-accredited school.
- D. An employee who works less than full time shall be paid according to the fractional part of the regular instructional school/work day (that part of the school/work day when children are receiving regular academic instruction) that he/she is contracted to work.

10.2 Requirements for Advancement on the Salary Schedule

- A. Horizontal Movement on the Salary Schedule
 - 1. Teachers with a BA or above will move horizontally to the appropriate column based on credits earned. Earned credits are college or university semester hours earned after degree, superintendent-approved workshops, or summer credits with semester hour equivalency.

2. A teacher will receive an amended contract before school opens in the fall if the teacher becomes eligible for a higher training classification. A certified transcript of credits or similar information must be presented to the superintendent by September 15 to be eligible for advancement.

B. Vertical Advancement on the Salary Schedule

1. Employees on the regular salary schedule shall be granted one year of teaching credit for each year of teaching experience and will move vertically one step on the salary schedule as they complete the requirements for each step until the maximum for their education classification is reached.
2. In order to be eligible for vertical advancement on the schedule, personnel holding term certificates based on a degree must meet the minimum requirements of the Iowa Department of Education for certificate renewal.

C. Longevity Step

An employee who reaches the top step in their classification for at least one year shall receive an annual longevity payment as follows:

Classification Lane	Annual Longevity Percentage
BA30	2.8% of lane base
MA	3.1% of lane base
MA15	3.4% of lane base
MA30	3.7% of lane base
PhD	4.0% of lane base

10.3 School Year

The teacher contract will consist of 180 teaching school/work days, an additional eight (8) school/work days for workshops, institutes, reports, conferences, and two (2) paid holidays--Labor Day and Memorial Day. All salaries are paid monthly in 12 equal installments over 12 consecutive months on the fifteenth (15th) of each month.

10.4 Unspecified Contract Assignments

A. Professional Work

1. All certified teachers approved by the Board for projects outside the regular school/work day or contract year shall be reimbursed at the hourly per diem rate for his/her step and lane on the current year's salary schedule.

B. Extra-Curricular Duty Assignments

1. All personnel in the bargaining unit will be given one activity ticket.
2. All personnel in the bargaining unit may request a second activity ticket by agreeing to work one extra-curricular duty assignment—excluding bus chaperones.

C. Summer Instruction

The compensation for summer instruction shall be paid at the hourly per diem rate for the individual teacher according to his/her step and lane on the current year's salary schedule.

10.5 Reimbursement for Travel

- A. Teachers assigned to more than one attendance center on a regular basis shall be reimbursed at the state rate per mile for travel between buildings during the school/work day. Travel arrangement (number of trips and route) will be subject to prior approval of the building principals.
- B. The reimbursement checks shall be paid at the end of each semester.

10.6 Supplemental Pay

- A. Approved Activities--The Board and Association agree that the extra-curricular activities listed in Schedule B are school-sponsored activities and covered by school liability insurance.
- B. Rates of Pay--Employee participation in approved activities shall be compensated according to the rate of pay in Schedule B, which is attached hereto and made a part of the basic salary schedule. (See Appendix E)

- C. The percentages in Schedule B are figured on the step of the BA column which reflects only ONE of the following criteria:
1. For Teachers of the Clear Lake Community School District, the total number of years of teaching experience
 2. For Non-Teachers, the number of documented years experience in coaching/sponsoring the activity
 3. Step 16 will be the maximum step used to calculate supplemental pay for both teachers and non-teachers.

10.7 School Nurse's Salary

The school nurse's position on the professional salary schedule shall be similar to that of a certified teacher with similar years experience. This includes the School Nurse Supervisor and the Staff School Nurse.

10.8 Reopener Provision

The Clear Lake Community School District agrees to incorporate in the basic salary schedule 60% of new money made available to the school general fund for the 2006-2007 school year either by administrative or legislative action of the 2006 and 2007 regular session of the General Assembly, in excess of \$10,000 under the following conditions:

- A. Categorical aid or any funds specifically prohibited for use as salary increases will not activate the reopener.
- B. The reopener will be implemented at the time available resources will finance a minimum of a \$25 base raise.

ARTICLE ELEVEN

INSURANCE BENEFITS FOR PROFESSIONAL STAFF

The Clear Lake Community Schools will provide an insurance program consisting of long-term disability insurance, liability insurance, \$15,000 term life insurance, travel accident insurance, and worker's compensation for each full and 50% or more part-time employee covered by this agreement.

In addition, the district will provide the single premium for the Amended Protector 100 with Alliance-Select (group health and major medical insurance), the single premium for group dental insurance, and a \$70 per month tax sheltered annuity (TSA).

Such insurance and annuity will be prorated according to the percentage of the employee's contract. The prorated insurance clause will apply only to newly-contracted personnel whose part-time employment with the district began after July 1, 1994.

This insurance program's coverage shall be for the usual twelve (12) months of the professional employee's contract unless said time period be shortened by termination or resignation. In such cases, the coverage will be prorated according to the percentage of the contract fulfilled.

11.1 Health and Major Medical Insurance Coverage

- A. The District will offer three H/MM insurance plans to eligible employees. One will be the Amended Protector 100 with Alliance Select with a single deductible of \$100 and a family deductible of \$200 with coinsurance of 90/10 percent up to a maximum of \$500. The second plan will be the Protector 200 with Alliance Select with a single deductible of \$200 and family deductible of \$400 with coinsurance of 90/10 percent up to a maximum of \$500 for single and \$1000 family. The third plan will be the Protector 750 with Alliance Select with a single deductible of \$750 and a family deductible of \$1500 with coinsurance of 80/20 percent up to a maximum of \$1500 single and \$3000 family. In addition, this plan will have a prescribed drug card. All three plans will have the same coverage including an unlimited lifetime maximum and no pre-existing clause. A summary of coverage benefits is contained in Appendix F.
- B. Each eligible employee will choose a H/MM plan. Choice of plan will be allowed only on an annual basis and will be submitted when signed contracts are due. This choice of plan will not require a medical questionnaire.
- C. (see next page)

- C. The employee may opt to apply the amount of the TSA toward the cost of his/her family insurance coverage. Any difference between the cost of the single premium Amended Protector 100 plan and the cost of the single premium from the chosen plan will be added to the employee's TSA amount.

11.2 Group Dental Coverage

- A. The district will offer one dental insurance plan to eligible employees. The coverage will consist of

<u>Dental Coverage</u>	<u>Deductible (Single/Family)</u>	<u>Copayment</u>
Diagnostic/Preventative	\$0/\$0	80%
Routine Care/Restorative	\$25/\$75	50%
Endodontics and Periodontics	\$25/\$75	50%
Major Restorative Care	\$25/\$75	50%

11.3 Long-Term Disability Insurance

- A. Monthly income benefit is 60% of the employee's covered monthly compensation to a maximum benefit of \$3,000, reduced by disability benefits payable under the Social Security Act, excluding any amounts for which the employee's dependents may qualify and any accrued benefits received under IPERS or any other retirement plan of the school (only district contributions). Once established, the monthly income benefit shall not be further reduced by subsequent increases in social Security benefits.
- B. Qualifying period is 30 school/work days or to the expiration of sick leave.
- C. Maximum benefit period for accident or sickness (based on attained age when total disability begins):

AGE	MAXIMUM BENEFIT PERIOD
Under 62 years of age	To Age 65 (but not less than 42 months)
62 years of age	42 months
63 years of age	36 months
64 years of age	30 months
65 years of age	24 months
66 years of age	21 months
67 years of age	18 months
68 years of age	15 months
69 years of age	12 months

- D. Minimum monthly benefit is \$100 or 10% of the monthly benefit before any reduction, whichever is greater.
- E. Benefits are occupational and cover the employee both on and off the job.

11.4 Liability Insurance

- A. Employees are covered by a school-financed liability insurance policy covering job-related performance of duties.
- B. Includes the following benefits

TYPE OF COVERAGE	MAXIMUM AMOUNT OF COVERAGE
Bodily Injury Liability	\$500,000 each occurrence
Products Liability	\$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence
Medical Payments Liability	\$2,000 each person/\$25,000 each accident
Personal Injury Liability	\$500,000 each occurrence

- C. In addition, a \$2,000,000 umbrella liability policy is carried on top of the basic coverage described.

11.5 Life Insurance

Employees shall be covered by a group term life insurance policy in the amount of \$15,000 with the premium paid by the district.

11.6 Travel Accident/Death Benefit on School Business

- A. Amount of coverage is equal to four (4) times the employee's annual salary with a minimum of \$50,000 to a maximum of \$500,000.
- B. Aggregate of \$2,000,000 per accident.

11.7 Continuation

- A. In the event that an employee—absent because of illness or injury—has exhausted sick leave accrual, the above mentioned benefits shall continue through the balance of the school year.
- B. Employees on paid leave shall continue to have Board contributions made according to the level described above.
- C. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board insurance programs by paying the premium themselves to the Board secretary within 30 calendar days of the billing date.

11.8 Worker's Compensation

It is understood that if an employee is drawing worker's compensation benefits that remuneration received will be turned over to the Clear Lake Community School District while said employee is drawing full pay under the school district's sick leave plan.

Such benefits will be used to offset the time charged against the employee's sick leave. The credit will be determined by the relationship of the benefit received per school/work day to the per diem salary.

When an employee's sick leave is exhausted and/or the employee is on long-term disability, it will be the responsibility of the long-term disability insurance carrier to coordinate the benefits of the LTD with worker's compensation and Social Security disability benefit payments.

11.9 Carrier

Should the carrier be changed by the Board, the level of benefits provided herein shall be maintained at no less than the rate specified herein and/or provided by current policies. By March 1 of each year, the Association shall be provided a copy of the insurance contracts with carriers for insurances provided by this agreement.

ARTICLE TWELVE

GENERAL PROVISIONS

- 12.1** This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.
- 12.2** Should any article, section, clause, or provision of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, clause, or provision shall be deleted from this agreement to the extent that it violates the law, and the Board and the Association shall enter into negotiations concerning said provisions at the call of either party. The remaining articles, sections, clauses, and provisions shall remain in full force and effect.
- 12.3** Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so in writing to the following designated individuals:
- A. If, by the Association to the Board, through the secretary of the Board.
 - B. If, by the Board to the Association, through the president of the Association.
- 12.4** It is hereby agreed that the parties of this agreement, namely, the Clear Lake Education Association, and the Board of Directors of the Clear Lake Community School District, will use the statutory impasse procedures as prescribed in Sections 20, 21, 22 of the Public Employment Relations Act (Chapter 20 of the Code of Iowa) to resolve any contractual impasse that may result during negotiations of this agreement.

12.5 Signature Clause

In witness whereof, the parties hereto have caused this agreement to be signed by the respective presidents, attested by their signatures placed thereon, all on the

16th day of August, 2006

CLEAR LAKE EDUCATION ASSOCIATION

BY Rebecca Jo Brandt
President

BY Mary Tren Lagnon
Chief Negotiator

**CLEAR LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

BY Glynne B. Scribbins
President

BY Theresa Bratke
Chief Negotiator

APPENDIX A

Authorization for Payroll Deduction for Education Association Dues

**AUTHORIZATION FOR PAYROLL DEDUCTION
FOR EDUCATION ASSOCIATION DUES**

_____ First Name	_____ Initial	_____ Last Name
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I hereby request and authorize the Board of Education of the Clear Lake Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the treasure of

Clear Lake Education Association—Affiliate of the UniServ Unit Two, ISEA and NEA

It is understood that this authorization shall begin on the first payroll period in October and shall continue through July and shall thereafter continue for successive periods of one year unless revoked in writing by thirty (30) calendar day notice to my employer and to said Association.

DATE: _____ SIGNATURE _____

Social Security No. _____

APPENDIX B
Grievance Forms

GRIEVANCE FORM

Step 1 (INFORMAL)

Date

.....

Step 2 (LEVEL ONE)

Date filed

Grievant(s)

A. Date Violation Occurred _____

B. Section(s) of Contract Violated

C. Statement of Grievance

D. Relief Sought

Signature of Grievant(s)

Date

E. Disposition by Principal or Immediate Supervisor

Signature of Principal or Immediate Supervisor	Date
--	------

STEP 3 (LEVEL TWO)

A.

Signature of Grievant	Date Filed
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B. Disposition by Superintendent or Designee

Signature of Superintendent	Date
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STEP 4 (LEVEL THREE)

A. _____
Signature of Grievant Date Filed

B. Disposition by Board of Education

Signature of Board President Date

.....
STEP 5 (LEVEL FOUR)

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

APPENDIX C

Position Vacancy Information Template

**Clear Lake Community Schools
306 1st Avenue North
Clear Lake, IA 50428**

Position Vacancy

Position Title:

Location(s) and Grade Level(s):

**Education, Experience, and Special Certification(s) or
Endorsements/Approvals:**

Effective beginning Date of Position:

Apply to:

Due by:

APPENDIX D

Professional Salary Schedule
2006-2007

PROFESSIONAL SALARY SCHEDULE 2006-2007

Salary is determined by multiplying the appropriate index number from the first table by the generator base of \$22,780.

Year	2006-07							
Step	BA	BA15	BA30	MA	MA15	MA30	PhD	Exp
1	1.0700	1.1154	1.1609	1.2064	1.2520	1.2973	1.3428	0
2	1.1100	1.1554	1.2009	1.2464	1.2945	1.3398	1.3878	1
3	1.1500	1.1954	1.2409	1.2864	1.3370	1.3823	1.4328	2
4	1.1900	1.2354	1.2809	1.3264	1.3795	1.4248	1.4778	3
5	1.2300	1.2754	1.3209	1.3664	1.4220	1.4673	1.5228	4
6	1.2750	1.3204	1.3659	1.4114	1.4670	1.5123	1.5678	5
7	1.3200	1.3654	1.4109	1.4564	1.5120	1.5573	1.6128	6
8	1.3650	1.4104	1.4559	1.5014	1.5570	1.6023	1.6578	7
9	1.4100	1.4554	1.5009	1.5464	1.6020	1.6473	1.7028	8
10	1.4550	1.5004	1.5459	1.5914	1.6470	1.6923	1.7478	19
11	1.5000	1.5454	1.5909	1.6364	1.6920	1.7373	1.7928	10
12	1.5450	1.5904	1.6359	1.6814	1.7370	1.7823	1.8378	11
13	1.5900	1.6354	1.6809	1.7264	1.7820	1.8273	1.8828	12
14	1.6325	1.6779	1.7234	1.7689	1.8245	1.8698	1.9278	13
15	1.6750	1.7204	1.7659	1.8114	1.8670	1.9123	1.9728	14
16	1.6950	1.7429	1.8084	1.8539	1.9095	1.9548	2.0178	15
17		1.7679	1.8409	1.8864	1.9520	1.9973	2.0628	16
18				1.9189	1.9845	2.0298	2.0953	17
19						2.0623	2.1278	18

					Generator Base = \$22,780		
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	PHD
1	24375	25409	26445	27482	28521	29552	30589
2	25286	26320	27357	28393	29489	30521	31614
3	26197	27231	28268	29304	30457	31489	32639
4	27108	28142	29179	30215	31425	32457	33664
5	28019	29054	30090	31127	32393	33425	34689
6	29045	30079	31115	32152	33418	34450	35714
7	30070	31104	32140	33177	34443	35475	36740
8	31095	32129	33165	34202	35468	36500	37765
9	32120	33154	34191	35227	36494	37525	38790
10	33145	34179	35216	36252	37519	38551	39815
11	34170	35204	36241	37277	38544	39576	40840
12	35195	36229	37266	38302	39569	40601	41865
13	36220	37254	38291	39327	40594	41626	42890
14	37188	38223	39259	40296	41562	42594	43915
15	38157	39191	40227	41264	42530	43562	44940
16	38612	39703	41195	42232	43498	44530	45965
17	0	40273	41936	42972	44467	45498	46991
18	0	0	0	43713	45207	46239	47731
19	0	0	0	0	0	46979	48471
CI	0	0	740	852	970	1093	1224
	0.00%	0.00%	2.80%	3.10%	3.40%	3.70%	4.00%

APPENDIX E

Schedule B Supplemental Pay

Schedule B—Supplemental Pay
SPORTS

BASEBALL/SOFTBALL

Head High School Varsity Coach	11%
High School Assistant Varsity Coach.....	7%
Ninth Grade Head Coach	6%
Eighth Grade Head Coach.....	4%
Eighth Grade Assistant Coach	2.5%
Seventh Grade Head Coach	4%
Seventh Grade Assistant Coach	2.5%

BASKETBALL—BOYS/GIRLS

High School Head Coach.....	12%
High School Assistant Varsity Coach.....	7%
High School Junior Varsity Coach.....	9%
Ninth Grade Head Coach	7%
Ninth Grade Assistant Coach.....	5%
Eighth Grade Head Coach.....	5%
Eighth Grade Assistant Coach	3.5%
Seventh Grade Head Coach	5%
Seventh Grade Assistant Coach	3.5%

CROSS COUNTRY

High School Head Coach.....	8%
High School Assistant Varsity Coach.....	6%
Middle School Cross Country Coach.....	4%

FOOTBALL

High School Head Coach.....	12%
High School Assistant Varsity Coach.....	9%
High School Second Assistant Varsity Coach	9%
Tenth Grade Head Coach.....	8%
Tenth Grade Assistant Coach.....	7%
Ninth Grade Head Coach	7%
Ninth Grade Assistant Coach.....	6%
Eighth Grade Head Coach.....	5%
Eighth Grade Assistant Coach	4%
Seventh Grade Head Coach	5%
Seventh Grade Assistant Coach	4%

Schedule B—Supplemental Pay (continued)

GOLF—BOYS/GIRLS

High School Head Coach.....	8%
High School Assistant Varsity Coach.....	4%

SOCCER

High School Head Coach.....	10%
High School Assistant Varsity Coach.....	7%
Eighth Grade Head Coach.....	4%
Eighth Grade Assistant Coach	2.5%
Seventh Grade Head Coach	4%
Seventh Grade Assistant Coach	2.5%

SPECIAL OLYMPICS

Head Coach.....	3%
-----------------	----

TENNIS—BOYS/GIRLS

High School Head Coach.....	8%
High School Assistant Varsity Coach.....	4%

TRACK—BOYS/GIRLS

High School Head Coach.....	10%
High School Assistant Varsity Coach.....	7%
Eighth Grade Head Coach.....	4%
Eighth Grade Assistant Coach	2.5%
Seventh Grade Head Coach	4%
Seventh Grade Assistant Coach	2.5%

VOLLEYBALL

High School Head Coach.....	10%
High School Assistant Varsity Coach.....	7%
Ninth Grade Head Coach	6%
Eighth Grade Head Coach.....	4%
Eighth Grade Assistant Coach	2.5%
Seventh Grade Head Coach	4%
Seventh Grade Assistant Coach	2.5%

Schedule B—Supplemental Pay (continued)

WRESTLING

High School Head Coach.....	12%
High School Assistant Varsity Coach.....	9%
High School Second Assistant Varsity Coach	9%
Eighth Grade Head Coach.....	5%
Eighth Grade Assistant Coach	4%
Seventh Grade Head Coach	5%
Seventh Grade Assistant Coach	4%

FINE ARTS

High School Fall Drama Director	5%
High School Spring Drama Director	7%
High School Spring Musical Director	8%
High School Assistant Musical Director.....	7%
High School Instrumental Music Director.....	9%
High School Instrumental Music Assistant Director	4%
High School Speech Director.....	6%
High School Vocal Music Director.....	7%
Middle School Vocal Music Director	2%
Middle School Instrumental Director.....	4%
Elementary Vocal Music Director	4%
Drum & Bugle Director	4%

OTHER ACTIVITIES

High School AFS Director.....	2%
High School Cheerleader Director.....	8%
High School Model Government Activities Director	8%
High School Publications Director	9%
High School Student Council Director	8%
Middle School Student Council/Leadership Director.....	2%
Middle School Athletic Director.....	10%

APPENDIX F

Health and Major Medical Insurance Plans Coverage Summary

CLEAR LAKE COMMUNITY SCHOOL DISTRICT
Medical Plan Options
Effective 7/1/04 through 6/30/05

	Current Wellmark Plan Protector 100 (EQD)	Current Wellmark Plan Protector 200 (EQF)	Current Wellmark Plan Protector 750 (EQJ)
Deductible	\$100 Single/\$200 Family Annual Deductible	\$200 Single/\$400 Family Annual Deductible	\$750 Single/\$1,500 Family Annual Deductible
Out-of-Pocket Maximum (Includes Deductible)	\$500 Single OR Family Annual OPM	\$500 Single/\$1,000 Family Annual OPM	\$1,500 Single/\$3,000 Family Annual OPM
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Claims Filing	Because of Wellmark BCBS participating agreements, most claims will be filed by Provider.	Because of Wellmark BCBS participating agreements, most claims will be filed by Provider.	Because of Wellmark BCBS participating agreements, most claims will be filed by Provider.
Hospital Services Inpatient/Outpatient	Deductible, then 10% of allowed charge if using Alliance Select hospital; otherwise, deductible then 20% of allowed charge.	Deductible, then 10% of allowed charge if using Alliance Select hospital; otherwise, deductible then 20% of allowed charge.	Deductible, then 20% of allowed charge if using Alliance Select hospital; otherwise, deductible then 30% of allowed charge.
Skilled Nursing (No prior hospitalization required)	Deductible, then 10% of allowed charge if using Alliance Select hospital; otherwise, deductible then 20% of allowed charge. Unlimited days.	Deductible, then 10% of allowed charge if using Alliance Select hospital; otherwise, deductible then 20% of allowed charge. Unlimited days.	Deductible, then 20% of allowed charge if using Alliance Select hospital; otherwise, deductible then 30% of allowed charge. Unlimited days.
Prescription Drugs (Includes Mandated Contraceptives)***	Deductible, then 20% of allowed charge. (Mail order available)	Deductible, then 20% of allowed charge. (Mail Order available)	AdvanceRx Drug Program: \$5 Generic/\$10 Non-generic Copay Copays do not apply to OPM. (Mail Order available)
Physician Office Visits*	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 20% of billed charge if using Alliance Select provider; otherwise, deductible then 30% of allowed charge.
Routine Physicals* (includes flu shots and immunizations)	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 20% of billed charge if using Alliance Select provider; otherwise, deductible then 30% of allowed charge.
Routine Well-Woman Exam	Covered once per benefit period.	Covered once per benefit period.	Covered once per benefit period.
Routine Mammograms	Covered once per benefit period. (Mammograms with medical diagnosis covered as medically necessary)	Covered once per benefit period. (Mammograms with medical diagnosis covered as medically necessary)	Covered once per benefit period. (Mammograms with medical diagnosis covered as medically necessary)
Well-Baby Care (To age 7)	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible waived then 20% of allowed charge.	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible waived then 20% of allowed charge.	Deductible waived, then 20% of billed charge if using Alliance Select provider; otherwise, deductible waived then 30% of allowed charge.
Chiropractic Benefit	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 10% of billed charge if using Alliance Select provider; otherwise, deductible then 20% of allowed charge.	Deductible waived, then 20% of billed charge if using Alliance Select provider; otherwise, deductible then 30% of allowed charge.
Admission Notification	You or your Select Providers should notify Wellmark within one business day after admission to hospital. 50% penalty could apply for non-participating facility. Precertification may be required for other services.	You or your Select Providers should notify Wellmark within one business day after admission to hospital. 50% penalty could apply if non-participating facility. Precertification may be required for other services.	You or your Select Providers should notify Wellmark within one business day after admission to hospital. 50% penalty could apply if non-participating facility. Precertification may be required for other services.

	Wellmark Blue Cross Blue Shield Protector 100 (EQD)	Wellmark Blue Cross Blue Shield Protector 200 (EQF)	Wellmark Blue Cross Blue Shield Protector 750 (EQJ)
Payment Schedules	Insured payment responsibility will be based on the lesser of the covered charge or the maximum allowable fee. Contracting providers agree to accept this amount as payment in full.	Insured payment responsibility will be based on the lesser of the covered charge or the maximum allowable fee. Contracting providers agree to accept this amount as payment in full.	Insured payment responsibility will be based on the lesser of the covered charge or the maximum allowable fee. Contracting providers agree to accept this amount as payment in full.
Mental Health / Chemical Dependency	<i>Inpatient:</i> Deductible, then 10% of allowed charge if using an Alliance Select Provider; otherwise, deductible, then 20% of allowed charge. 30 days per calendar year. <i>Outpatient:</i> Deductible then 10% of allowed charge if using Alliance Select provider; otherwise, deductible, then 20% of allowed charge. 60 outpatient visits per calendar year.	<i>Inpatient:</i> Deductible, then 10% of allowed charge if using an Alliance Select Provider; otherwise, deductible, then 20% of allowed charge. 30 days per calendar year. <i>Outpatient:</i> Deductible then 10% of allowed charge if using Alliance Select provider; otherwise, deductible, then 20% of allowed charge. 60 outpatient visits per calendar year.	<i>Inpatient:</i> Deductible, then 20% of allowed charge if using an Alliance Select Provider; otherwise, deductible, then 30% of allowed charge. 30 days per calendar year. <i>Outpatient:</i> Deductible then 20% of allowed charge if using Alliance Select provider; otherwise, deductible, then 30% of allowed charge. 60 outpatient visits per calendar year.
Infertility treatment**	\$25,000 lifetime maximum	\$25,000 Lifetime maximum	\$25,000 lifetime maximum
Impacted Teeth	Outpatient Surgery for impacted teeth covered. Inpatient covered if medically necessary.	Outpatient Surgery for impacted teeth covered. Inpatient covered if medically necessary.	Outpatient Surgery for impacted teeth covered. Inpatient covered if medically necessary.
Orthopedic Devices	Covered.	Covered.	Covered.
Cost of blood and blood plasma	Covered.	Covered.	Covered.
Reminder Programs: * Pap smears * Mammograms * Immunizations	Included.	Included	Included.
Diabetic Management	Includes up to 10 hours of education and training per lifetime by a state-certified program.	Includes up to 10 hours of education and training per lifetime by a state-certified program.	Includes up to 10 hours of education and training per lifetime by a state-certified program.
Domestic Partner	Covered as an eligible dependent (affidavit required).	Covered as an eligible dependant (affidavit required).	Covered as an eligible dependent (affidavit required).
Blue Card PPO	Provides enhanced benefits for services provided by participating provider outside of Iowa.	Provides enhanced benefits for services provided by participating provider outside of Iowa.	Provides enhanced benefits for services provided by participating provider outside of Iowa.
Monthly Rates			
Single	\$401.39	\$389.36	\$328.95
Family	\$1,063.27	\$1,010.93	\$853.33

*Lab or x-ray charges billed by an Alliance Select hospital in conjunction with office visits are NOT subject to deductible. However, the following are subject to deductible:

EKG, EEG, ECG, MRI, MRA, CT, radiation therapy, and Ultrasounds (only with a medical diagnosis).

**Eligible Infertility charges do not apply to annual OPM.

***Mandated contraceptives include oral, injected, implanted contraceptives and contraceptive devices.

This is a brief description only and does not replace the contract.

APPENDIX G
Teacher Evaluation Timelines

Beginning Teachers First 2 years after graduation from college

15 Sept = Teacher is notified who her/his designated evaluator will be.

15 Sept = Teacher oriented to procedures and instruments to be used in the evaluation.

30 April = Teacher is notified if an extended 3rd year probationary period is to be recommended.

Career Teacher (2 years)

Individual Career Development Plan (ICDP)

15 Sept = Teacher is notified who her/his designated evaluator will be.

15 Sept = Teacher oriented to procedures and instruments to be used in the evaluation

30 Oct = ICDP developed and approved.

31 Mar = Reflective writing on ICDP goals completed.

30 Apr = The teacher shall be notified in writing the reason/s for being placed in intensive assistance.

30 Apr = Evidence to support reflective writing can be requested.

30 Apr = End of Year Conference on ICDP goals and to plan next year's ICDP or Performance Review.

Career Teacher --- Performance Review

15 Sept = Teacher is notified who her/his designated evaluator will be.

15 Sept = Teacher oriented to procedures and instruments to be used in the evaluation.

30 Oct = Items to be covered during the Performance Review identified and an ICDP developed and approved.

15 Mar = At least one (1) formal observation

31 Mar = Reflective writing on ICDP goals completed.

30 Apr = The teacher shall be notified in writing the reason/s for being placed in intensive assistance.

30 Apr = Evidence to support reflective writing can be requested.

30 Apr = End of Year Conference on Performance Review plan, ICDP goals, and plan next year's ICDP.

New Career Teacher/New to District

15 Sept = Teacher is notified who her/his designated evaluator will be.

15 Sept = Teacher oriented to procedures and instruments to be used in the evaluation.

30 Oct = Items to be covered during the Performance Review identified and an ICDP developed and approved.

15 Mar = At least one (1) formal observation

31 Mar = Reflective writing on ICDP goals completed.

30 Apr = The teacher shall be notified in writing the reason/s for being placed in intensive assistance.

30 Apr = Evidence to support reflective writing can be requested.

30 Apr = End of Year Conference on Performance Review plan, ICDP goals, and plan next year's ICDP.

Intensive Assistance

15 Sept = Teacher is notified who her/his designated evaluator will be.

15 Sept = Teacher oriented to procedures and instruments to be used in the evaluation.

30 Apr = End of Year Conference to discuss the Intensive Assistance Plan and determine; if it will be discontinued, if it will be continued, or if termination will be considered.

Follow Up Conferences

10 days = Within 10 school days of all observations that will be used in the evaluation a written summary will be submitted and follow-up conference SCHEDULED.